

This instrument was prepared by:

Name: Jerry B. Proctor, Esq.

Address: Bilzin Sumberg Baena Price & Axelrod, LLP
200 South Biscayne Boulevard, Suite 2500
Miami, Florida 33131

CFN 2003R0787913
DR Bk 21758 Pgs 1126 - 1130: (5pgs)
RECORDED 10/22/2003 10:20:03
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the County that the representations made by the owner during consideration of Public Hearing No. 02-266 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That the Property will be developed for residential purposes to be conveyed initially as an ownership (not rental) community.
- (2) That a concrete block wall, a minimum of five (5) feet in height, with trees at a maximum spacing of 25 feet on center apart, of a type approved by Miami-Dade County with a minimum height of fourteen (14) feet at planting, will be placed along the north property line prior to the final zoning approval for the first residential unit on the Property.
- (3) That the Property will be developed with a maximum of six (6) residential units.
- (4) That any building(s) on the Property will be no more than two (2) stories in height.
- (5) That any building(s) on the Property will be setback a minimum of 35 feet from the side (north) property line.
- (6) That the Owner will not remove the existing Royal Poinciana tree located along SW 89 Court near the northwest corner of the Property.
- (7) As a condition precedent to obtaining plat approval, the Owner shall submit a site plan to the Miami-Dade County Planning and Zoning Department. Said site plan is to assure logic, imagination, innovation and variety in the design process and insure the congruity of the proposed development and its compatibility with the surrounding area. No request for plat shall be approved until the Owner obtains the approval of a site plan from the Planning and Zoning Department.
- (8) That the Owner will utilize graffiti-resistant materials and design in the required concrete wall along the north property line.
- (9) That the Owner will provide open space on any approved site plan in the east property area for the availability of all residents on the Property.

\\75235\\17237\\# 627590 v 2

10/20/03 3:35 PM

[L:\forms\#627590 v2 - DECLARATION OF RESTRICTIONS RE:AIXALA/UDDIN-NEW COUNTY FORM(10/20/03)]

(Public Hearing)

26-2
MD

(Space reserved for Clerk)

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for

disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the application.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part.

[Execution Pages Follow]

Signed, sealed, executed and acknowledged this 1st day of April 2003.

Witnesses:

RAMIX CONSTRUCTION CO.,
A Florida Corporation.

By [Signature]
Frank Aixala, Vice-President

[Signature]
Print Name: Jerry Proctor

[Signature]
Print Name: Iris Diaz

STATE OF Florida)

) SS:

COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 1st day of April, 2003 by Frank Aixala, as Vice-President of Ramix Construction Co. He/She is personally known to me or produced FL DRIVERS LIC as identification.

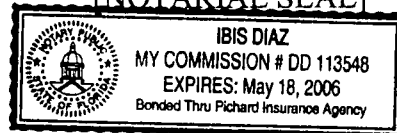
Sign Name: [Signature]
Print Name: Iris Diaz

NOTARY PUBLIC

My Commission Expires:

Serial No(none, if blank): _____

[NOTARIAL SEAL]



LEGAL DESCRIPTION

EXHIBIT "A"

A portion of Lot 4 of KIRK ACREAGE according to the plat thereof as recorded in Plat Book 47 at Page 59 of the Public Records of Dade County, Florida being more particularly described as follows:

Begin at the Northwest corner of said Lot 4; thence run N 87°03'28"E along the North line of said Lot 4 for a distance of 372.345 feet; thence run S36°40'41"W for a distance of 129.80 feet to a point on the South line of said Lot 4; thence run S 87°03'10" W along the South line of said Lot 4 for a distance of 289.285 feet; thence run N03°06'08"W along the West line of said Lot 4 for a distance of 100.00 feet to the POINT OF BEGINNING containing 0.76 acre more or less.

OK BK 21758 PG 1130
LAST PAGE